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12 SUSAN STRACK

13 UNITED STATES DISTRICT COURT  
14 DISTRICT OF NEVADA, NORTHERN DIVISION

15  
16 SUSAN STRACK, an individual,

17 Plaintiff,

18 v.

19 STEVLAND MORRIS, an individual;  
20 BLACK BULL MUSIC, INC., a corporation  
of unknown origin; BLACK BULL MUSIC,  
21 LLC, a California limited liability company;  
STEVLAND MORRIS MUSIC, LLC, a  
22 California limited liability company; TAURUS  
PRODUCTIONS, LLC, a California limited  
23 liability company; SAWANDI MUSIC, an  
24 entity of unknown form and origin; and DOES  
1 through 10, inclusive,

25 Defendants.  
26 \_\_\_\_\_  
27  
28

) CASE NO. 3:15-cv-00123-LRH-VPC  
)

) **FIRST AMENDED COMPLAINT FOR:**  
)

) **1. BREACH OF WRITTEN**  
) **AGREEMENT**

) **2. CONVERSION**

) **3. INTENTIONAL INTERFERENCE**  
) **WITH CONTRACTUAL**  
) **RELATIONS AND/OR ECONOMIC**  
) **ADVANTAGE**

) **4. DECLARATORY RELIEF**  
) **(28 U.S.C. § 2201)**

) Honorable Larry R. Hicks  
)

1 Plaintiff Susan Strack alleges as follows:

2  
3 **SUMMARY OF THE ACTION**

4 1. Plaintiff Susan Strack (herein, “Ms. Strack” or “Plaintiff”) is the widow of Johanan  
5 Vigoda (“Vigoda”) who served for forty (40) consecutive years as the entertainment transactional  
6 attorney for defendant Stevland Morris, professionally known as Stevie Wonder (“Morris”) and his  
7 corporate entities, and also served as manager of Morris’s Jobete Music Co. (“Jobete”) catalog. The  
8 professional relationship between Vigoda and Morris lasted consistently from 1971 through  
9 November 17, 2011, the date Vigoda passed away. Vigoda continued working on behalf of Morris  
10 until the day Vigoda died.

11 2. Vigoda’s contribution to the success of Morris’s music career was substantial.  
12 Because of Vigoda’s representation, the terms of Morris’s deals with music companies went from  
13 oppressive (before Vigoda became involved in 1971), to Morris having among the most lucrative  
14 contract terms in the music industry. This happened within a short time after Vigoda began to  
15 represent Morris and his companies, and those lucrative contract terms remained continuous through  
16 the forty years that Vigoda represented Morris. Vigoda was widely known as one of the most  
17 effective attorneys in the music industry. Nothing better exemplifies the effectiveness of Vigoda’s  
18 representation than the fact that Morris kept Vigoda retained on his behalf consecutively for four  
19 decades.

20 3. The many written agreements between Vigoda and Defendants set forth Vigoda’s  
21 compensation terms: Vigoda was to be paid a 6% fee of the revenues paid to Morris and his  
22 companies, associated with the agreements that Vigoda worked on, and that fee was required to be  
23 paid “forever” and would transfer to Vigoda’s “heirs, assigns and successors in interest.” Vigoda  
24 entered into several such agreements [with identical or nearly identical language] with Morris and  
25 his companies over the course of the 40 year period between 1971-2011.

26 4. To ensure that Morris, who has been blind since shortly after his birth, was clearly  
27 aware of the terms of each of the agreements that he entered into with Vigoda, Morris had a witness  
28 read to him the complete terms of each agreement. Once the terms were acceptable to Morris, he

1 confirmed his (and his companies') agreement to the terms by affixing his mark to the agreement –  
2 usually his fingerprint – and the witness who read the terms to him also signed the agreement below  
3 Morris' mark, certifying that that witness had read to Morris all of the terms of the agreement.

4         5.         The agreements between Vigoda and Defendants were also reflected in contracts with  
5 several music companies throughout the industry. Vigoda was a party, or third party beneficiary, to  
6 these contracts between Defendants and the third party music companies, which directed the music  
7 companies to pay the 6% fee directly to Vigoda and his "heirs, assigns and successors in interest"  
8 "forever."

9         6.         Vigoda died on November 17, 2011, and bequeathed to his wife, plaintiff Ms. Strack,  
10 all rights including to receive the 6% fee "forever." After Vigoda's death, Morris and his  
11 companies (Defendants herein) continued to abide by the terms of the many written agreements with  
12 Vigoda, and paid Vigoda's estate (Ms. Strack) the required 6% fee. These payments continued for  
13 approximately twenty (20) months following Vigoda's death. However, in approximately mid-  
14 2013, Morris and his companies made the decision to breach their agreements with Vigoda (and his  
15 heir and successor: his widow, Ms. Strack), and stopped all payments to Ms. Strack. Morris and his  
16 companies also sent written notices to music companies throughout the industry, instructing them to  
17 stop all payments to Ms. Strack, notwithstanding the fact that she (and her successors) were and are  
18 legally entitled to the 6% fee "forever." As of that time, Morris and his companies retained for  
19 themselves the 6% fee, and Ms. Strack received nothing.

20         7.         From mid-2013 through the present, Ms. Strack made every possible effort to  
21 persuade Morris and his companies to reinstate the 6% fee, and employed legal counsel to do so.  
22 However, Morris and his companies outright refused to reinstate any of the payments, and sought to  
23 negotiate a settlement of the dispute for "pennies on the dollar." Morris's and his companies'  
24 refusal to comply with their legal obligations under their many written agreements with Vigoda (and  
25 his heir and successor: his widow, Ms. Strack), left Ms. Strack with no reasonable alternative but to  
26 bring this action to re-instate permanently the 6% fee "forever" (including to her heirs, assigns and  
27 successors-in-interest); obtain back-payment of the 6% fee that has been wrongfully withheld from  
28 her since mid-2013; and seek plus punitive damages against Morris and his companies for their

1 knowing and intentional acts of taking from Ms. Strack the fees and compensation to which she is  
2 rightfully and legally entitled.

3 **THE PARTIES**

4 8. Plaintiff SUSAN STRACK is, and at all times relevant hereto was, an individual and  
5 domiciliary of the State of Nevada, County of Douglas.

6 9. Plaintiff is informed and believes, and based thereon alleges, that defendant  
7 STEVLAND MORRIS (“Morris”) is a resident and domiciliary of the State of California. Morris is  
8 a well-known recording artist, musician, singer, songwriter and record producer.

9 10. Plaintiff is informed and believes, and based thereon alleges, that defendant BLACK  
10 BULL MUSIC, INC. (“BBMI”) is a corporation of unknown origin.

11 11. Plaintiff is informed and believes, and based thereon alleges, that defendant BLACK  
12 BULL MUSIC, LLC (“BBM LLC”) is a limited liability company organized and existing under the  
13 laws of the State of California.

14 12. Plaintiff is informed and believes, and based thereon alleges, that defendant  
15 TAURUS PRODUCTIONS, LLC (“Taurus”) is a limited liability company organized and existing  
16 under the laws of the State of California.

17 13. Plaintiff is informed and believes, and based thereon alleges, that defendant  
18 STEVLAND MORRIS MUSIC, LLC (“SMM”) is a limited liability company organized and  
19 existing under the laws of the State of California.

20 14. Plaintiff is informed and believes, and based thereon alleges, that defendant  
21 SAWANDI MUSIC (“Sawandi”) is an entity of unknown form and origin.

22 15. Plaintiff is informed and believes and based thereon alleges that the fictitiously-  
23 named defendants sued herein as Does 1 through 10, and each of them, are in some manner  
24 responsible or legally liable for the actions, events, transactions and circumstances alleged herein.  
25 The true names and capacities of such fictitiously-named defendants, whether individual, corporate,  
26 associate or otherwise, are presently unknown to Plaintiff, and Plaintiff will seek leave of Court to  
27 amend this Complaint to assert the true names and capacities of such fictitiously-named defendants  
28 when the same have been ascertained. For convenience, each reference to a named defendant herein

1 shall also refer to Does 1 through 10. All defendants, including both the named defendants and  
2 those referred to herein as Does 1 through 10, are sometimes collectively referred to herein as  
3 “Defendants.”

4 16. Plaintiff is informed and believes and based thereon alleges that Defendants, and each  
5 of them, were and are the agents, employees, partners, joint-venturers, co-conspirators, owners,  
6 principals, and employers of the remaining Defendants, and each of them are, and at all times herein  
7 mentioned were, acting within the course and scope of that agency, partnership, employment,  
8 conspiracy, ownership or joint venture. Plaintiff is further informed and believes and based thereon  
9 alleges that the acts and conduct herein alleged of each such Defendant were known to, authorized  
10 by and/or ratified by the other Defendants, and each of them.

#### 11 **JURISDICTION AND VENUE**

12 17. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1332  
13 because the controversy is between a citizen of the State of Nevada, on the one hand, and a citizen  
14 and businesses of states *other than* the State of Nevada. The amount in controversy exceeds  
15 \$75,000.00, exclusive of interest and costs.

16 18. This Court has personal jurisdiction over each of the Defendants because the  
17 Defendants have done business with Plaintiff in the State of Nevada, and did business with Vigoda,  
18 a resident of the State of Nevada, in the years preceding his death. The instant controversy arises  
19 out of such contacts with the State of Nevada.

20 19. Venue is proper in the Northern District of Nevada under 28 U.S.C. § 1391(b)  
21 because the events giving rise to the claims set forth in this Complaint occurred in this judicial  
22 district: Plaintiff resides in this District; Vigoda resided in this District prior to his death and at the  
23 time that he provided legal services to Defendants; and each of the Defendants has done and does  
24 business in this District. Moreover, a substantial part of the events giving rise to the claims herein  
25 occurred in this District, with Plaintiff and Vigoda while they were residents and domiciliaries of  
26 this District.

27 ///

28 ///

**FIRST CAUSE OF ACTION**

**Breach of Written Agreement**

**(Against All Defendants)**

20. Plaintiff repeats, re-alleges, adopts and incorporates by reference each and every allegation contained in Paragraphs 1 through 19, inclusive, as though fully set forth herein.

21. Multiple valid, binding and enforceable written agreements exist between Defendants, on the one hand, and Plaintiff (as Vigoda's heir and successor-in-interest), on the other hand. To provide examples of some of the noteworthy terms, of some of many written agreements at issue, certain provisions are set forth below, with all emphasis added for purposes of illustration:

22. The fully-executed written agreement dated July 1, 1971, between Vigoda, on the one hand, and Morris and BBMI (among other entities), on the other hand, provides , in pertinent part, that Morris and BBMI "hereby irrevocably assigns to you [Vigoda], or your designee, all of the undersigned's right, title and interest under the Agreement to **receive any amount equal to six percent (6%) of the Royalties which will become payable to the undersigned** [Morris and BBMI] as a result of the exploitation of all the Rights, assigned to BGV under the terms of said Agreement...."

[Mark of Morris, on behalf of himself and BBMI]

[Signatures of witness Syreeta Morris, Morris's wife]

23. The fully-executed written agreement dated April 1, 1976, between Vigoda, on the one hand, and Morris and BBMI (among other companies), on the other hand, provides, in pertinent part:

[C]onfirming and renewing your [Vigoda's] prior retainer agreement [with Morris and BBMI] the undersigned [Morris and BBMI] hereby irrevocably assigns to you or your designee, all of the undersigned's right, title, and interest under the Agreement to **receive an amount equal to six percent (6%) of the Royalties which will become payable to the undersigned** pursuant to the Agreement, whether said Royalties accrue during or long after the term of the Agreement....The

undersigned agrees that this agreement shall inure to the benefit of  
your [Vigoda's] **heirs, assigns and successors in interest.**

[Mark of Morris, on behalf of himself and BBMI]

[Signatures of witness]

24. The fully-executed written agreement dated April 1, 1982, between Vigoda and  
Morris (among others entities), provides, in pertinent part:

I [Morris] do hereby:

1. Confirm and renew our 1971 pre-existing retainer agreement re  
ASCAP and other matters.

2. Irrevocably assign to you [Vigoda], or your designee, all of my  
right, title and interest under the aforementioned Agreement to receive  
an amount equal to **6% of the Royalties** which will become payable to  
me as a result of the exploitation of Masters and Subject  
compositions....

4. I agree that this agreement shall be **binding upon my [Morris's]  
heirs, assigns and successors in interest** and **shall inure to the  
benefit of your [Vigoda's] heirs, assigns and successors in interest.**

I acknowledge that this has been read to me by the witness to my  
signature.

[Fingerprints of Morris]

[Signature of witness Melba Williams, Morris's controller.]

25. In connection with the April 1, 1982 agreement, Vigoda entered into a fully executed  
agreement with Motown Record Corporation ("Motown Corp.") dated April 5, 1982. Pursuant to the  
April 5, 1982 agreement, Motown Corp. recognized and accepted the assignment to Vigoda of the 6%  
fee and agreed to pay the fee directly to Vigoda and his "heirs, assigns and successors in interest."  
The April 5, 1982 agreement recognized the assignment as "**irrevocable.**"

26. The fully-executed written agreement dated December 31, 1986, between Vigoda and  
Morris provides, in pertinent part:

1 Reference is hereby made to the Agreements dated as of December 31,  
2 1986 and all Exhibits constituting the Agreements between [Motown  
3 Corp. and Jobete, BBMI, Morris, Taurus, Berry Gordy, Bach-  
4 Lieberman and MCA, collectively]... “the Agreements.”

5 I do hereby:

6 1. Confirm and renew our 1971 pre-existing retainer agreement re  
7 ASCAP (Black Bull), BMI (Sawandi) and other matters as to all post  
8 1961 recordings and compositions now existing or hereafter created  
9 under the Agreements.

10 2. Irrevocably assign to you [Vigoda], or your designees and heirs  
11 forever all of my right, title and interest under the aforementioned  
12 Agreement to receive an amount equal to **6% of the Royalties** which  
13 will become payable to me as a result of the exploitation of the post  
14 1961 Masters and Subject Compositions (as defined in said  
15 Agreements[]) and those produced or composed during the future term  
16 thereof, or otherwise earned pursuant to said Agreements whether said  
17 Royalties accrue during or at any time after the term of said  
18 Agreement i.e. for all worldwide renewal and extension terms of  
19 copyright forever....

20 4. I agree that this agreement shall be **binding upon my [Morris’s]**  
21 **heirs, assigns, and successors in interest** and **shall inure to the**  
22 **benefit of your [Vigoda’s] heirs, assigns and successors in interest.**

23 I acknowledge that that [sic] it has been read to me by the witness to  
24 my signature.

25 [Fingerprints of Morris, on behalf of himself and Taurus, BBMI and  
26 Sawandi]

27 [Signature of witness.]  
28



1           27.     The fully-executed written agreement dated June 1, 1988, between Vigoda and Morris  
2 provides:

3           Reference is hereby made to the Agreements dated as of June, 1988  
4           and all Exhibits constituting the Agreements between [Morris, BBMI,  
5           Taurus, Motown Corp., and other companies, collectively]... “the  
6           Agreements.”

7           I do hereby:

8           1. Confirm and renew our 1971 pre-existing retainer agreement re  
9           ASCAP ([BBMI and SMM]), BMI (Sawandi) and other matters as to  
10          all post 1961 recordings and compositions now existing or hereafter  
11          created under the Agreements.

12          2. **Irrevocably assign to you, or your designees and heirs and**  
13          **assigns forever all of my right, title and interest under the**  
14          **aforementioned Agreement to receive an amount equal to 6% of**  
15          **the Royalties** which will become payable to me as a result of the  
16          exploitation of the post 1961 Masters and Compositions (as defined in  
17          said Agreements) and those produced or composed during the future  
18          term thereof, or otherwise earned pursuant to said Agreements  
19          **whether said Royalties accrue during or at any time after the term**  
20          **of said Agreement i.e. for all worldwide original, renewal and**  
21          **extension terms of copyright forever....**

22          4. I agree that this agreement shall be **binding upon my heirs,**  
23          **assigns, and successors in** interest and **shall inure to the benefit of**  
24          **your heirs, assigns and successors in interest.** I acknowledge that it  
25          has been read to me by the witness to my signature.

26          [Fingerprints of Morris, on behalf of himself Taurus, BBMI, Sawandi,  
27          and SMM]

28          [Signature of witness Rod McGrew.]

28. Two letters, each dated June 15, 1988, from Morris to ASCAP and BMI, respectively, state:

**[S]ix percent (6%)** of the monies hereafter becoming payable to the undersigned [Morris] **forever**, worldwide for all original and renewal terms of copyright are **payable to Johanan Vigoda and to his heirs, successors and assigns.**

[Fingerprints of Morris] Stevland Morris professionally known as Stevie Wonder for himself individually and for Black Bull Music and Stevland Morris Music.

Witnessed by [signature of witness Rod McGrew] who read same to Stevland Morris.

29. The fully-executed written agreement dated December 11, 1992, between Vigoda, Motown Record Company, L.P. ("Motown, L.P."), and Morris, Taurus, BBMI and SMM provides, in pertinent part:

22. You [Morris, Taurus, BBMI and SMM] hereby irrevocably instruct and direct Motown and its **successors**, assigns to pay worldwide and **forever** to Johanan Vigoda, and/or to such **assignees or designees** as he may direct, **six percent (6%)** of all **advances, record royalties and other monies** otherwise payable to you by Motown in connection with the exploitation of all post 1961 masters featuring your performances or productions throughout the world....

The undersigned acknowledges that he has had read to him the contents of the foregoing agreement and that he fully understands its legal [consequences] and agrees to be bound thereby.

[Fingerprints of Morris] Stevland Morris... for himself Taurus Productions, Black Bull Music and Stevland Morris Music

[Signature of witness]

1           30.     The aforementioned 1971, 1976, 1982, 1986, 1988, and 1992 written agreements  
2 (among other written agreements between Vigoda and the Defendants with language confirming the  
3 obligation of Defendants to pay to Vigoda and his heirs, assigns and/or successors the  
4 aforementioned 6% fee “forever”), are collectively referred to herein as the “Agreements.”

5           31.     Vigoda and Plaintiff performed all of their respective obligations pursuant to the  
6 Agreements.

7           32.     Under the terms of the Agreements, Defendants agreed that Vigoda and his “heirs,  
8 assigns and successors in interest” were to receive “forever” six percent (6%) of the revenues and  
9 payments to Defendants pursuant to and in connection with Defendants’ corresponding music  
10 agreements, which remain in effect. Defendants made this agreement on behalf of themselves, as  
11 well as their respective heirs, assigns and successors in interest.

12           33.     Plaintiff is Vigoda’s heir, assignee and/or successor-in-interest, and therefore Plaintiff  
13 (and *her* heirs, assigns and successors) is and are the rightful owner(s) of the aforementioned 6% fee  
14 “forever.”

15           34.     Defendants committed a material breach of the aforementioned agreements by  
16 stopping and causing a stoppage of all payments to Plaintiff in or about mid-2013, after Plaintiff had  
17 been paid under the agreements throughout the approximately twenty (20) months following  
18 Vigoda’s death, and also after having paid Vigoda his 6% fee throughout the approximately forty  
19 (40) years of his service to Morris and his companies, prior to his death.

20           35.     As a direct and proximate result of Defendants’ conduct, Plaintiff has been damaged  
21 in an amount to be determined at the time of trial, which amount is reasonably estimated to be not  
22 less than Seven Million Dollars (\$7,000,000), plus interest.

23  
24                                   **SECOND CAUSE OF ACTION**

25                                   **Conversion**

26                                   **(Against All Defendants)**

27           36.     Plaintiff repeats, re-alleges, adopts and incorporates by reference each and every  
28 allegation contained in Paragraphs 1 through 35 inclusive, as though fully set forth herein.

1           37.     Vigoda and his “heirs, assigns and successors in interest” were the rightful owners of  
2     6% of Defendants’ (and their successors’) revenues under Defendants’ corresponding music  
3     agreements “forever,” including the Agreements identified and quoted above.

4           38.     Plaintiff is Vigoda’s heir, assignee and/or successor-in-interest, and therefore she (and  
5     her heirs, assigns and successors) is and are the rightful owner(s) of the aforementioned 6% fee.

6           39.     As set forth hereinabove, commencing in or about mid-2013, Defendants wrongfully,  
7     intentionally and substantially interfered with Plaintiff’s 6% fee by stopping all payments to  
8     Plaintiff and by instructing numerous music companies that had been paying the 6% fee to Plaintiff  
9     to immediately and permanently stop all such payments, and to instead pay *Defendants* such monies  
10    (which rightfully belonged to Plaintiff and her heirs, assigns and successors). In doing so,  
11    Defendants have converted the 6% fee for their own use and gain, and in a manner intended to harm  
12    Plaintiff.

13          40.     Plaintiff did not consent to Defendants’ actions, which had the effect of wrongfully  
14    and unlawfully converting to Defendants, Plaintiff’s rightful 6% fee.

15          41.     As a direct and proximate result of Defendants’ wrongful conversion of the 6% fee,  
16    Plaintiff has been damaged in an amount to be determined at the time of trial, which amount is  
17    reasonably estimated to be not less than Seven Million Dollars (\$7,000,000), plus interest.

18          42.     Plaintiff is informed and believes and based thereon alleges that Defendants, in doing  
19    the things herein alleged, acted willfully, maliciously, and oppressively, and with full knowledge of  
20    the adverse effects of their actions to Plaintiff, and with willful and deliberate disregard for the  
21    consequences to Plaintiff. By reason thereof, Plaintiff is entitled to recover punitive and exemplary  
22    damages from Defendants in an amount to be determined at the time of trial.

### 23 24                                   **THIRD CASE OF ACTION**

#### 25                   **Intentional Interference With Contractual Relations and/or Economic Advantage** 26                                   **(Against All Defendants)**

27          43.     Plaintiff repeats, re-alleges, adopts and incorporates by reference each and every  
28    allegation contained in Paragraphs 1 through 42 inclusive, as though fully set forth herein.

1           44.     Plaintiff has valid and existing contractual rights and current and prospective  
2 economic relations with multiple third party music companies, including without limitation  
3 Motown, L.P.; EMI and its affiliated sub-publishers, including international sub-publishers; UMG  
4 and its international affiliates including Universal Music Publishing France and Universal Music  
5 Publishing Hong Kong; BMI; ASCAP; CMRRA (Canada); Harry Fox Agency; Hal Leonard Corp.;  
6 Gallo Music (South Africa); and Taiyo Music (Japan), among many others (collectively, the “Music  
7 Companies”).

8           45.     For example, the fully executed agreement between Vigoda and Motown Corp. dated  
9 April 5, 1982 states that Motown Corp. recognized and accepted the “irrevocable” assignment to  
10 Vigoda and his “heirs, assigns and successors in interest” of the 6% fee and agreed to pay the fee  
11 directly to Vigoda and his “heirs, assigns and successors in interest.”

12           46.     As a further example, the written agreement dated December 11, 1992 is executed by  
13 Vigoda and Motown, L.P., The December 11, 1992 agreement provides, in pertinent part, that  
14 Motown, L.P. agreed to pay Vigoda, and/or to such assignees or designees as he may direct, the 6%  
15 fee directly.

16           47.     In other instances, Vigoda was explicitly recognized as a third party beneficiary of  
17 contracts Defendants had with the Music Companies and others. For example, written letters dated  
18 June 15, 1988 from Morris to ASCAP and BMI stated that 6% of the monies due Defendants  
19 “forever, worldwide for all original and renewal terms of copyright are payable to Johanan Vigoda  
20 and to his heirs, successors and assigns.” The language of such directives was permanent and  
21 irrevocable in nature, and did not provide that Morris could revoke the directive at a later time.

22           48.     Prior to mid-2013, pursuant to the terms of the agreements Vigoda had with the  
23 Music Companies and others, and for that agreements in which Vigoda was a third party  
24 beneficiary, the Music Companies (among others) paid to Vigoda, and, after his death paid to  
25 Plaintiff their rightful contractual 6% fee “forever.”

26           49.     Prior to mid-2013, each of the Defendants was aware of the contractual rights and  
27 economic relations between Plaintiff and the Music Companies. In or about mid-2013, Defendants,  
28

1 through their representatives, demanded of the Music Companies that they immediately and  
2 permanently stop all payments to Plaintiff, Ms. Strack.

3 50. Defendants had no privilege or justification to demand the Music Companies stop  
4 payments to Ms. Strack. Ms. Strack is contractually entitled to the 6% fee previously paid to  
5 Vigoda and Ms. Strack by the Music Companies. Accordingly, Defendants' actions to divert the  
6 6% fee to themselves was unlawful and improper, and was not fair or reasonable.

7 51. Defendants' actions had the direct and proximate effect of causing the Music  
8 Companies to stop all payments to Ms. Strack.

9 52. In undertaking such actions, each of the Defendants knowingly and intentionally  
10 interfered with Plaintiff's contractual rights and economic relations with the Music Companies.  
11 Defendants were motivated to have Plaintiff's contractual rights and economic relations with the  
12 Music Companies terminated so that Defendants could retain for themselves the 6% fee.

13 53. As a direct and proximate result of the Defendants' actions, Plaintiff has been  
14 damaged in an amount to be determined at the time of trial, which amount is not less than Seven  
15 Million Dollars (\$7,000,000), plus interest.

16 54. In doing the things herein alleged, Defendants acted willfully, maliciously,  
17 oppressively and despicably, and with full knowledge of the adverse effect of their actions on  
18 Plaintiff and with willful and deliberate disregard for the consequences to the Plaintiff. By reason  
19 thereof, Plaintiff is entitled to recover punitive and exemplary damages from Defendants in an  
20 amount to be determined at the time of trial.

21  
22 **FOURTH CAUSE OF ACTION**

23 **Declaratory Relief**

24 **(Against All Defendants)**

25 55. Plaintiff repeats, re-alleges, adopts and incorporates by reference each and every  
26 allegation contained in Paragraphs 1 through 54 inclusive, as though fully set forth herein.

27 56. An actual, justiciable controversy exists between Plaintiffs and Defendants. Pursuant  
28 to the Agreements, Plaintiff has a right to the aforementioned 6% fee forever. Defendant denies

1 Plaintiff's claim to the aforementioned 6% fee forever. Plaintiff therefore seeks a declaratory  
2 judgment that Defendants and their heirs, assigns and successors-in-interest are obligated to pay  
3 Plaintiff and her heirs, assigns and successors-in-interest a fee of 6% forever on all sums received  
4 and to be received by Defendants and their heirs, assigns and successors-in-interest in connection  
5 with the agreements in which Vigoda represented Morris and any other Defendants, including the  
6 Agreements identified above, and including the back-payment of all paid sums from the time that  
7 payments to Plaintiff stopped in or about mid-2013 until the date of Judgment, with interest.

8  
9 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, jointly  
10 and severally, as follows:

11 **AS TO THE FIRST CAUSE OF ACTION:**

12 1. For compensatory damages in an amount to be determined at the time of trial, which  
13 amount is not less than Seven Million Dollars (\$7,000,000), plus interest at the maximum legal rate.

14 **AS TO THE SECOND CAUSE OF ACTION:**

15 2. For compensatory damages in an amount to be determined at the time of trial, which  
16 amount is not less than Seven Million Dollars (\$7,000,000), plus interest at the maximum legal rate;

17 3. For punitive and exemplary damages in an amount to be determined at trial.

18 **AS TO THE THIRD CAUSE OF ACTION:**

19 4. For compensatory damages in an amount to be determined at the time of trial, which  
20 amount is not less than Seven Million Dollars (\$7,000,000), plus interest at the maximum legal rate;

21 5. For punitive and exemplary damages in an amount to be determined at trial.

22 **AS TO THE FOURTH CAUSE OF ACTION:**

23 6. A judicial declaration that Defendants and their heirs, assigns and successors-in-  
24 interest are obligated to pay Plaintiff and her heirs, assigns and successors-in-interest a fee of 6%  
25 forever on all sums received and to be received by Defendants and their heirs, assigns and  
26 successors-in-interest in connection with the agreements in which Vigoda represented Morris and  
27 any other Defendants, including the Agreements identified above, and including the back-payment  
28

1 of all paid sums from the time that payments to Plaintiff stopped in or about mid-2013 until the date  
2 of Judgment, with interest.

3 **AS TO ALL CAUSES OF ACTION:**

4 7. For all costs of suit incurred herein;

5 8. For interest at the maximum legal rate; and

6 9. For such other and further relief as the Court may deem to be just and proper.

7  
8 Dated: August 25, 2015

HARDER MIRELL & ABRAMS LLP

9  
10 By: /s/ Charles J. Harder

11 CHARLES J. HARDER  
12 Lead Counsel for Plaintiff  
13 SUSAN STRACK

14 Dated: August 25, 2015

LAW OFFICES OF DAVID R. HOUSTON

15  
16 By: /s/ David R. Houston

17 DAVID R. HOUSTON  
18 Local Counsel for Plaintiff  
19 SUSAN STRACK  
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